

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM603688

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Workwell Technologies, Inc.		10/19/2020	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TC Lending, LLC, as Collateral Agent		
<b>Street Address:</b>	2100 McKinney Ave., Suite 1500		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4041938	TIME AND ATTENDANCE MADE SIMPLE...AND SM	
<b>Registration Number:</b>	3876966	UATTEND	
<b>Registration Number:</b>	4703175	UINVOICE	
<b>Registration Number:</b>	4703177	UTEXT	
<b>Registration Number:</b>	4606841	UPUNCH	
<b>Registration Number:</b>	4654272	UACCEPT	
<b>Registration Number:</b>	4843101	THE CONNECTED WORKPLACE	
<b>Registration Number:</b>	4661362	TEXTING FOR BUSINESS	
<b>Registration Number:</b>	5178155	PAPERCLOUD	
<b>Registration Number:</b>	5342671	CITADEL	
<b>Registration Number:</b>	5571420	WORKWELL	
<b>Registration Number:</b>	5846403	WORKWELL	
<b>Registration Number:</b>	5892148	BUSINESS FIRST	
<b>Serial Number:</b>	88815483	CLOUD PUNCH	
<b>Serial Number:</b>	90151887	PUNCH TO PAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			

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TRADEMARK

**Phone:** 6175269628  
**Email:** cslattery@proskauer.com  
**Correspondent Name:** Christine Slattery  
**Address Line 1:** Proskauer Rose LLP  
**Address Line 2:** One International Place, 23rd Floor  
**Address Line 4:** Boston, MASSACHUSETTS 02110

**ATTORNEY DOCKET NUMBER:** 74267 / 051

**NAME OF SUBMITTER:** Christine Slattery

**SIGNATURE:** /Christine Slattery/

**DATE SIGNED:** 10/19/2020

**Total Attachments: 4**

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GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Workwell Technologies, Inc., a California corporation (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 19, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of TC Lending, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of October 19, 2020.

WORKWELL TECHNOLOGIES, INC.

By: Russell Fleischer  
Name: Russell Fleischer  
Title: President

TC LENDING, LLC,  
as Collateral Agent

By: \_\_\_\_\_  
Name: Robert (Bo) Stanley  
Title: President

SCHEDULE A TO GRANT OF A SECURITY INTEREST

<u>Country</u>	<u>Trademark</u>	<u>App./Reg. No.</u>	<u>App Date</u>	<u>Reg. Date</u>
USA	TIME AND ATTENDANCE MADE SIMPLE. . . AND SMART!	4041938	3/21/11	10/18/11
USA	UATTEND	3876966	4/8/10	11/16/10
USA	UINVOICE	4703175	7/16/14	3/17/15
USA	UTEXT	4703177	7/16/14	3/17/15
USA	UPUNCH	4606841	7/8/13	9/16/14
USA	UACCEPT	4654272	1/13/14	12/9/14
USA	THE CONNECTED WORKPLACE	4843101	10/24/14	10/27/15
USA	TEXTING FOR BUSINESS	4661362	10/7/14	12/23/14
USA	PAPERCLOUD	5178155	4/29/16	4/4/17
USA	CITADEL	5342671	2/27/17	11/21/17
USA	WORKWELL	5571420	2/22/17	10/25/18
USA	WORKWELL	5846403	3/26/18	8/27/19
USA	BUSINESS FIRST	5892148	3/27/18	10/22/19
USA	CLOUD PUNCH	88/815483	2/28/20	Pending
USA	PUNCH TO PAY	90/151887	9/1/20	N/A